

ANNEX NO.1
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER
AND SPACE FLORIDA (SPFL) AN INDEPENDENT SPECIAL DISTRICT OF THE STATE
OF FLORIDA
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. KCA-4548, DATED ~~AUGUST 30, 2017~~
DECEMBER 14, 2017

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing SPFL utilities and Spaceport operations and integration support.

ARTICLE 2. RESPONSIBILITIES

A. SPFL will:

1. Reimburse NASA in accordance with the NASA KSC cost estimate for services to be provided.
2. Forward advance payments to NASA in accordance with its Umbrella Agreement.
3. Reimburse NASA for recurring utilities provided through NASA KSC's existing distribution system in accordance with the Umbrella Agreement's Financial Obligations Article. Such utilities include, but are not limited to, electricity, water, sewer and natural gas.
4. Reimburse NASA for costs associated with Spaceport Operations and Integration, specifically providing a primary interface to the Partner and Spaceport Integrated Master Scheduling Office support, in accordance with the Umbrella Agreement's Financial Obligations Article.

B. NASA KSC will use reasonable efforts to:

1. Provide SPFL the services set forth in Article 1 on a non-interference basis.
2. Provide Partner with recurring utilities that utilize NASA KSC's existing distribution system. NASA, in its sole discretion, may make changes to the utility service estimate to recover the full costs of such services; and such changes will be deemed conclusive and are not subject to legal claim, judicial review, or other appeal. NASA will provide Partner with an annual notice of utility service estimates, including notice of any adjustments to such estimates. Such notice will be provided on the NASA Form KSC 50-202. NASA will initiate the form and provide it to the Partner to facilitate scheduling of advance quarterly deposits to NASA for the estimated costs.

3. Provide Partner with the KSC integration services set forth in Subparagraph A.4. of this Article. NASA, in its sole discretion, may make changes to the rate for such services to recover the full costs of such services; and such changes will be deemed conclusive and are not subject to legal claim, judicial review, or other appeal. NASA will provide Partner with notice of any changes in the integration services rate. Such notice will be provided utilizing the NASA Form KSC 50-202. NASA will initiate the form and provide it to the Partner to facilitate scheduling of advance quarterly deposits to NASA for the estimated costs.

ARTICLE 3. FINANCIAL OBLIGATIONS

SPFL agrees to reimburse NASA an estimated cost of \$8,322,361 for NASA to carry out its responsibilities under this Annex. Each payment shall be marked with Kennedy Space Center KCA-4548 and Annex number.

ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one (1) year.

ARTICLE 5. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 6. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 7. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Technical Points of Contact

NASA John F. Kennedy Space Center

John Graves
Customer Services Advocate (SLF, Exploration
Park, SLSL)
Spaceport Integration and Services
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Kennedy Space Center, FL 32899
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Space Florida

Desiree Mayfield
Manager, Contract Compliance
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Michael Bruder

Customer Services Advocate (C3PF, PCC,
SSMEPF)
Spaceport Integration and Services
Mail Code: SI-11
Kennedy Space Center, FL 32899
Phone: 321-867-6035
Michael.D.Bruder@nasa.gov

ARTICLE 8. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 9. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

BY: Nancy P Bray
Nancy Bray
Director Spaceport Integration and Services
Mail Code: SI
Kennedy Space Center, FL 32899-0001

BY: Frank DiBello
Frank DiBello
President
SPFL M6-0306
Room 9030
Kennedy Space Center, FL 32899

DATE: 12/15/2017

DATE: 12/13/17